

1. In a suit which is filed against second defendant claiming ownership of some shares of defendant no.1 company, parties have agreed to settle the claim in terms of consent terms which are handed in. The same are taken on record marked "X" for identification. They are signed by the plaintiffs and defendant no.2 as well as their advocates. Learned advocate for defendant no.2 states that pursuant to the agreement recorded, physical delivery of 90 shares of first defendant company has already been made in favour

of plaintiffs along with transfer forms.

2. Shri Purohit states that the suit is not pressed against defendant no.1 as it is the defendant no.1 which will be transferring shares in their records. As such, no relief is claimed against defendant no.1 and the suit be dismissed for want of prosecution as far as defendant no.1.

3. Order in terms of consent terms. I am satisfied that the dispute is settled amicably between plaintiffs and defendant no.2 and once shares are transferred by defendant no.1 in its records in terms of these consent terms, there are no other claims which are outstanding. All disputes are finally settled. Refund of court fee as per rules. No order as to costs.

(S.C.DHARMADHIKARI, J.)